

Title of Rule: Revision to the Medical Assistance Long-Term Services and Supports HCBS Benefit Rule concerning Life Skills Training, Home Delivered Meals, Peer Mentorship, & Transition Setup Services  
Rule Number: MSB 22-07-19-A  
Division / Contact: OCL / Sarah Hoerle

## STATEMENT OF BASIS AND PURPOSE

1. Summary of the basis and purpose for the rule or rule change. (State what the rule says or does and explain why the rule or rule change is necessary).

Section 8.553 governs Home Delivered Meals for individuals receiving HCBS benefits under the Developmental Disabilities (DD), Supported Living Services (SLS), Elderly, Blind, and Disabled (EBD), Community Mental Health Supports (CMHS), Complementary and Integrative Health (CIH) and Brain Injury (BI) waivers. Currently, a hospital stay does not independently justify the provision of Home Delivered Meals post-discharge, even if the member's performance in activities of daily living is more limited than baseline. As described below, this places members at increased risk of malnutrition and rehospitalization.

To reduce these risks, and improve members' nutrition, health, and outcomes after hospitalization, the Department received a waiver amendment from the Center for Medicare and Medicaid Services (CMS) to provide Home Delivered Meals to eligible waiver members who have been discharged from the hospital.

The Department is revising this section of the rule to implement this waiver amendment. These changes include eligibility criteria and utilization parameters for the new benefit.

Additional changes in this section of the rule include updating references of the Spinal Cord Injury (SCI) waiver to the Complementary and Integrative Health (CIH) waiver, clarifying eligibility criteria for the transition services benefits, and updating provider requirements for Peer Mentorship.

2. An emergency rule-making is imperatively necessary

- ☐ to comply with state or federal law or federal regulation and/or  
☐ for the preservation of public health, safety and welfare.

Explain:

3. Federal authority for the Rule, if any:

4. State Authority for the Rule:

Initial Review  
Proposed Effective Date

**01/13/23**  
**03/30/23**

Final Adoption  
Emergency Adoption

**02/10/23**

**DOCUMENT #03**

Title of Rule: Revision to the Medical Assistance Long-Term Services and Supports HCBS  
Benefit Rule concerning Life Skills Training, Home Delivered Meals, Peer  
Mentorship, & Transition Setup Services

Rule Number: MSB 22-07-19-A

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Sections 25.5-1-301 through 25.5-1-303 C.R.S. (2022); Sections  
25.5-6-1501 C.R.S. (2022); 25.5-6-404 C.R.S. (2022); 25.5-6-704 C.R.S. (2022); 25.5-6-606  
C.R.S. (2022).

Initial Review  
Proposed Effective Date

**01/13/23**  
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Final Adoption  
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HCBS Benefit Rule concerning Life Skills Training, Home Delivered  
Meals, Peer Mentorship, & Transition Setup Services  
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## REGULATORY ANALYSIS

1. Describe the classes of persons who will be affected by the proposed rule, including classes that will bear the costs of the proposed rule and classes that will benefit from the proposed rule.

Individuals who will be affected by this rule are members receiving services under the Developmental Disabilities (DD), Supported Living Services (SLS) Elderly Blind and Disabled (EBD), Community Mental Health Supports (CMHS), Complementary and Integrative Health (CIH), and Brain Injury (BI) waivers who have been discharged from the hospital after having been admitted for at least 24 hours. Members and providers will benefit from this rule change, but they will not bear any cost from this rule change. The Department will bear the cost of this rule change.

2. To the extent practicable, describe the probable quantitative and qualitative impact of the proposed rule, economic or otherwise, upon affected classes of persons.

Qualitatively, the expanded Home Delivered Meals Benefit is expected to ensure proper nutrition to HCBS waiver members post-hospital discharge and will promote faster healing, lessen caregiver stress, and reduce the risk of health deterioration. A study published by the National Institutes of Health evaluated the impacts of a nutrition-focused quality improvement program for malnourished patients that have been hospitalized and found that nutritional interventions diminished the negative effects of malnutrition and improved patient health outcomes. The nutritional support also reduced the per-patient health care costs from patients by avoiding 30-day readmissions and reducing the length of hospital stay. Suela Sulo, Josh Feldstein, Jamie Partridge, Bjoern Schwander, Krishnan Sriram, & Wm. Thomas Summerfelt, *Budget Impact of a Comprehensive Nutrition-Focused Quality Improvement Program for Malnourished Hospitalized Patients*, Vol. 10, 5 Am. Health Drug Benefits, 262-270, (July 2017).

3. Discuss the probable costs to the Department and to any other agency of the implementation and enforcement of the proposed rule and any anticipated effect on state revenues.

Per the Budget Request approved through R-09 of the Long Bill for SFY 2022-23, it is estimated that the total cost to the Department of the Home Delivered Meals benefit expansion will be \$459,269 with an estimated savings in reduced hospital admissions of \$718,868 in FY 22-23. This is a total net savings of \$259,599. In FY 23-24, there is an estimated cost of \$917,129 for the expanded HDM benefit. There is an estimated

**8.553 LIFE SKILLS TRAINING, HOME DELIVERED MEALS, PEER MENTORSHIP, & TRANSITION SETUP SERVICES, & HOME DELIVERED MEALS POST-HOSPITAL DISCHARGE**

**8.553.1 GENERAL DEFINITIONS**

- A. Case Management means the assessment of an individual receiving long-term services and supports' needs, the development and implementation of a service plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual's needs.
- B. Case Management Agency (CMA) means a public or private, not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for Home and Community Based Services waivers pursuant to Sections 25.5-10-209.5 and Section 25.5-6-106, C.R.S, and pursuant to a provider participation agreement with the Department.
- C. Community risk level means the potential for a client-member living in a community-based arrangement to require emergency services, to be admitted to a hospital or nursing facility, evicted from their home or involved with law enforcement due to identified risk factors.
- D. Department means the Colorado Department of Health Care Policy and Financing, the single State Medicaid agency.
- ~~E.~~ Discharge means a release from the hospital following a minimum of 24-hour stay following admission.
- ~~E.F.~~ Home and Community Based Services (HCBS) Waivers means services and supports provided through a waiver authorized in Section 1915(c) of the Social Security Act, 42 U.S.C. Section 1396n(c) and provided in community settings to a client-member who requires an institutional level of care that would otherwise be provided in a hospital, nursing facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID).
- ~~F.G.~~ Home Delivered Meals means nutritional counseling, planning, preparation, and delivery of meals to clients-members who have dietary restrictions or specific nutritional needs, are unable to prepare their own meals, and have limited or no outside assistance.
- ~~G.H.~~ Institutional Setting means an institution or institution-like setting, including a nursing facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), Regional Center or Home and Community Based setting that is operated by the state.
- ~~H.I.~~ Life Skills Training (LST) means individualized training designed and directed with the client member to develop and maintain his/her ability to independently sustain himself/herself physically, emotionally, socially and economically in the community. LST may be provided in the client's-member's residence, in the community, or in a group living situation.
- ~~I.J.~~ Life Skills Training program service plan is a plan that describes the type of services that will be provided as part of the LST, and the scope, frequency, and duration of services necessary to meet the client's needs, enabling the client-member to independently sustain himself/herself physically, emotionally, socially, and economically in the community. This plan must be developed with input from the client-member and the provider.

**K.** Member has the same meaning and use as the terms “Member” and/or “Client” in used Section 8.500.1, 8.500.90, .

**L.** Nutritional Meal Plan is a plan consisting of the complete nutritional regimen that the Registered Dietitian (RD) or Registered Dietitian Nutritionist (RDN) recommends to the individual-member for overall health and ~~wellness, and~~ wellness and shall include additional recommendations outside of the Medicaid-authorized meals for additional nutritional support and education.

**M.** Peer Mentorship means support provided by peers to promote self-advocacy and encourage community living among clients-members by instructing and advising on issues and topics related to community living, describing real-world experiences as examples, and modeling successful community living and problem-solving.

**N.** Service Plan means the written document that identifies approved services, including Medicaid and non-Medicaid services, regardless of funding source, necessary to assist a client-member to remain safely in the community and developed in accordance with the Department rules.

**O.** Transition Setup Authorization Request Form is a document used to request authorization for delivery of items and/or services required for the transition set up to occur. This document must be submitted to and approved by the Case Management Agency in order for the provider to receive payment.

**P.** Transition Setup means coordination and coverage of one-time, non-recurring expenses necessary for a clientmembermember to establish a basic household upon transitioning from a nursing facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), or Regional Center to a community living arrangement that is not operated by the state.

## **8.553.2 SERVICE ACCESS AND AUTHORIZATION**

**A.** To establish eligibility for Life Skills Training, Home Delivered Meals, or Peer Mentorship, the client-member must satisfy two sets of criteria: general criteria for accessing any of the three services, and criteria unique to each particular service. The client's-member's Case Manager must not authorize Life Skills Training, Home Delivered Meals, or Peer Mentorship to continue for more than 365 days. The Department, in its sole discretion, may grant an exception based on extraordinary circumstances:

1. To be eligible for Life Skills Training, Home Delivered Meals, or Peer Mentorship, the client-member must satisfy the following general criteria:
  - a. The clientmemberclientmember is transitioning from an institutional setting to a home and community-based setting, or is experiencing a change in life circumstance that affects a clientmember's stability and endangers their ability to remain in the community~~or from any change in life circumstance,~~
  - b. The client-member demonstrates a need to develop or sustain independence to live or remain in the community upon their transitioning; and
  - c. The clientmember demonstrates that they need the service to establish community supports or resources where they may not otherwise exist.
2. To be eligible for Life Skills Training (LST), Home Delivered Meals, and Peer Mentorship, the clientmember must participate in an assessment and satisfy the criteria unique to each particular service the clientmember wishes to access.

- a. To obtain approval for LST the clientmember must be enrolled in the HCBS-CMHS Waiver under Section 8.509, the HCBS-EBD Waiver under Section 8.485, the HCBS-CIH Waiver under Section 8.517, or the HCBS-SLS Waiver under Section 8.500.9. The member must also demonstrate the following needs, which must be documented in the clientmember's Service Plan:
- i. The clientmember demonstrates a need for training designed and directed with the clientmember to develop and maintain his/her ability to sustain himself/herself physically, emotionally, socially and economically in the community;
  - ii. The clientmember identifies skills for which training is needed and demonstrates that without the skills, the clientmember risks his/her health, safety, or ability to live in the community;
  - iii. The clientmember demonstrates that without training he/she could not develop the skills needed; and
  - iv. The clientmember demonstrates that with training he/she has ability to acquire these skills or services necessary within 365 days.
  - v. Life Skills Training is available in the HCBS-CMHS Waiver under Section 8.509, the HCBS-EBD Waiver under Section 8.485, the HCBS-CIH Waiver under Section 8.517, and the HCBS-SLS Waiver under Section 8.500.9.
- b. To obtain approval for Home Delivered Meals, the clientmember must be enrolled in the HCBS-BI Waiver under Section 8.515, the HCBS-CMHS Waiver under Section 8.509, the HCBS-DD Waiver under Section 8.500, the HCBS-EBD Waiver under Section 8.485, the HCBS-CIH Waiver under Section 8.517, or the HCBS-SLS Waiver under Section 8.500.9. The member must also demonstrate a need for the service, as follows:
- i. The clientmember demonstrates a need for nutritional counseling, meal planning, and preparation;
  - ii. The clientmember shows documented dietary restrictions or specific nutritional needs;
  - iii. The clientmember lacks or has limited access to outside assistance, services, or resources through which he/she can access meals with the type of nutrition vital to meeting his/her dietary restrictions or special nutritional needs;
  - iv. The clientmember is unable to prepare meals with the type of nutrition vital to meeting his/her dietary restrictions or special nutritional needs;
  - v. The clientmember's inability to access and prepare nutritious meals demonstrates a need-related risk to health, safety, or institutionalization; and
  - vi. The assessed need is documented in the clientmember's Service Plan as part of their acquisition process of gradually becoming capable of

preparing their own meals or establishing the resources to obtain their needed meals.

~~vii. Home Delivered Meals is available in the HCBS-BI Waiver under Section 8.515; the HCBS-CMHS Waiver under Section 8.509; the HCBS-DD Waiver under Section 8.500; the HCBS-EBD Waiver under Section 8.485; the HCBS-SCI CIH Waiver under Section 8.517; and the HCBS-SLS Waiver under Section 8.500.9.~~

c. To obtain approval for Peer Mentorship, a ~~client~~member must be enrolled in the HCBS-BI Waiver under Section 8.515; the HCBS-CMHS Waiver under Section 8.509; the HCBS-EBD Waiver under Section 8.485; the HCBS-CIH Waiver under Section 8.517; the HCBS-DD Waiver under Section 8.500; or the HCBS-SLS Waiver under Section 8.500.9. The member must also demonstrate:

- i. A need for soft skills, insight, or guidance from a peer;
- ii. That without this service he/she may experience a health, safety, or institutional risk; and
- iii. There are no other services or resources available to meet the need.

~~iv. Peer Mentorship is available in the HCBS-BI Waiver under Section 8.515; the HCBS-CMHS Waiver under Section 8.509; the HCBS-EBD Waiver under Section 8.485; the HCBS-SCI CIH Waiver under Section 8.517; the HCBS-DD Waiver under Section 8.500; and the HCBS-SLS Waiver under Section 8.500.9.~~

### 8.553.3 LIFE SKILLS TRAINING (LST)

#### A. INCLUSIONS

1. Life Skills Training includes assessment, training, maintenance, supervision, assistance, or continued supports of the following skills:
  - a. Problem-solving;
  - b. Identifying and accessing mental and behavioral health services;
  - c. Self-care and activities of daily living;
  - d. Medication reminders and supervision, not including medication administration;
  - e. Household management;
  - f. Time management;
  - g. Safety awareness;
  - h. Task completion;
  - i. Communication skill building;
  - j. Interpersonal skill development;

- k. Socialization, including, but not limited to; acquiring and developing skills that promote healthy relationships; assistance with understanding social norms and values; and support with acclimating to the community;
- l. Recreation, including leisure and community engagement;
- m. Assistance with understanding and following plans for occupational or sensory skill development;
- n. Accessing resources and benefit coordination, including activities related to coordination of community transportation, community meetings, community resources, housing resources, Medicaid services, and other available public and private resources;
- o. Financial management, including activities related to the coordination of financial management tasks such as paying bills, balancing accounts, and basic budgeting;
- p. Acquiring and utilizing assistive technology when appropriate and not duplicative of training covered under other services.

All Life Skills Training shall be documented in the Life Skills Training (LST) program service plans. Reimbursement is limited to services described in the Life Skills Training (LST) program service plans.

#### B. LIMITATIONS AND EXCLUSIONS

1. [ClientMember](#)s may utilize LST up to 24 units (six hours) per day, for no more than 160 units (40 hours) per week, for up to 365 days following the first day the service is provided.
2. LST is not to be delivered simultaneously during the direct provision of Adult Day Health, Adult Day Services, Group Behavioral Counseling, Consumer Directed Attendant Support Services (CDASS), Health Maintenance Activities, Homemaker, In Home Support Services (IHSS), Mentorship, Peer Mentorship, Personal Care, Prevocational Services, Respite, Specialized Habilitation, Supported Community Connections, or Supported Employment.
  - a. LST may be provided with Non-Medical Transportation (NMT) if the transportation of the [clientmember](#) is part of the LST as indicated in the LST program service plan; if not part of the training, the provider may only bill for NMT if that provider is a certified NMT provider. .
  - b. LST may be delivered during the provision of services by behavioral line staff only when directly authorized by the Department.
3. LST does not include services offered under the State Plan or other resources.
4. LST does not include services offered through other waiver services, except those that are incidental to the LST training activities or purposes, or are incidentally provided to ensure the [clientmember](#)'s health and safety during the provision of LST.

#### C. PROVIDER QUALIFICATIONS



1. The provider agency furnishing services to waiver ~~client~~members shall abide by all general certification standards, conditions, and processes established for the ~~client~~member's respective waiver: HCBS-CMHS, -EBD, or -SCI waivers in Section 8.487; HCBS-SLS waiver in Section 8.500.98.
2. In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of LST for the individual, or those who have an interest in or are employed by the provider of LST, must not authorize services or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to authorize services and/or develop person-centered plans in a geographic area also provides HCBS.
3. The agency must employ an LST coordinator with at least 5 years of experience working with individuals with disabilities on issues relating to life skills training, or a degree within a relevant field; and
4. The agency must ensure any component of the LST plan that may contain activities outside the scope of the LST trainer's expertise or licensure must be created by an appropriately licensed professional acting within his/her scope of practice.
  - a. The professional must hold a license with no limitations in the scope of practice appropriate to meet the ~~client~~member's LST needs. The following licensed professionals are authorized to furnish LST training:
    - i. Occupational Therapist;
    - ii. Physical Therapist;
    - iii. Registered Nurse;
    - iv. Speech Language Pathologist;
    - v. Psychologist;
    - vi. Neuropsychologist;
    - vii. Medical Doctor;
    - viii. Licensed Clinical Social Worker
    - ix. Licensed Professional Counselor; or
    - x. Board Certified Behavior Analyst (BCBA)
  - b. An appropriately licensed professional providing a component(s) of the LST plan may be an agency staff ~~client~~membermember, contract staff ~~client~~membermember, or external licensed and certified professionals who are fully aware of duties conducted by LST trainers.
5. An agency must maintain a Class A or B Home Care Agency License issued by the Colorado Department of Public Health and Environment if that agency chooses to provide training on Personal Care as defined in one of the following listed regulations: Personal Care in the HCBS-CMHS, -EBD, or ~~-SCI~~-CIH waivers as defined at Section 8.489.10; Personal Care in the HCBS-SLS waiver as defined at Section 8.500.94.B.12.

6. The agency must employ one or more LST Trainers to directly support clientmembers, one-on-one, by designing with the clientmember an individualized LST program service plan and implementing the plan for the clientmember's training.
  - a. An individual is qualified to be an LST trainer only if he/she is:
    - i. A licensed health care professional with experience in providing functionally based assessments and skills training for individuals with disabilities;
    - ii. An individual with a ~~Bachelor's~~bachelor's degree and 1 year of experience working with individuals with disabilities;
    - iii. An individual with an ~~Associate's~~associate degree in a social service or human relations area and 2 years of experience working with individuals with disabilities;
    - iv. An individual currently enrolled in a degree program directly related to special education, occupational therapy, therapeutic recreation, and/or teaching with at least 3 years of experience providing services similar to LST services;
    - v. An individual with 4 years direct care experience teaching or working with needs of individuals with disabilities; or
    - vi. An individual with 4 years of lived experience transferable to training designed and directed with the clientmembermember to develop and maintain his/her ability to sustain himself/herself physically, emotionally, socially and economically in the community; and the provider must ensure that this individual receives clientmembermember-specific training sufficient to enable the individual to competently provide LST to the clientmember consistent with the LST Plan and the overall Service Plan.
      - a) For anyone qualifying as a trainer under ~~this criteria~~these criteria, the provider must ensure that the trainer receives additional clientmembermember-specific training sufficient to enable him/her to competently provide LST to the clientmember that is consistent with the LST Plan.
  - b. Prior to delivery of and reimbursement for any services, LST trainers must complete the following trainings:
    - i. Person-centered support approaches;
    - ii. HIPAA and clientmember confidentiality;
    - iii. Basics of working with the population to be served;
    - iv. On-the-job coaching by the provider or an incumbent LST trainer on the provision of LST training;
    - v. Basic safety and de-escalation techniques;

- vi. Community and public resource availability; and
- vii. Recognizing emergencies and knowledge of emergency procedures including basic first aid, home and fire safety.
- c. The provider must insure that staff acting as LST trainers receive ongoing training within 90 days of unsupervised contact with a [clientmember](#), and no less than once annually, in the following areas:
  - i. Cultural awareness;
  - ii. Updates on working with the population to be served; and
  - iii. Updates on resource availability.
- d. The provider employing an LST Trainer must conduct a criminal background check through the Colorado Bureau of Investigation on any person seeking employment as an LST Trainer. The provider shall not employ or contract with any person convicted of an offense that could pose a risk to the health, safety, and welfare of [clientmembers](#). All costs related to obtaining a criminal background check shall be borne by the provider.

#### D. PROVIDER RESPONSIBILITIES

1. Life Skills Training trainers directly support the [clientmember](#) by designing with the [clientmember](#) an individualized LST program service plan, and by implementing the plan through training with the [clientmember](#) to develop and maintain his/her ability to independently sustain himself/herself physically, emotionally, socially and economically in the community.
2. The LST coordinator must review the [clientmember](#)'s LST program service plan to ensure it is designed to meet the needs of the [clientmember](#) in order to enable him/her to independently sustain himself/herself physically, emotionally, and economically in the community; and
3. The LST coordinator must share the LST program service plan with the [clientmember](#)'s providers of other HCBS services that support or implement any LST services. The LST coordinator will seek permission from the [clientmember](#) prior to sharing the LST program service plan, or any portion of it, with other providers; and
4. Any component of the LST program service plan that may contain activities outside the scope of the LST trainer's scope of expertise or licensure must be created by the appropriately licensed professional within his/her scope of practice.
5. All LST program service plans containing any professional activity must be reviewed and authorized monthly during the service period, or as needed, by professionals responsible for oversight.

#### E. DOCUMENTATION

1. All LST providers must maintain a LST program service plan that includes:
  - a. Monthly skills training plans to be developed and documented; and

- b. Skills training plans that include goals, goals achieved or failed, and progress made toward accomplishment of continuing goals.

All documentation, including, but not limited to, employee files, activity schedules, licenses, insurance policies, claim submission documents and program and financial records, shall be maintained according to Section 8.130.2 and provided to supervisor(s), program monitor(s), auditor(s), and CDPHE surveyor(s) upon request. The LST service plan must include:

- i. The start and end time/duration of service provision;
- ii. The nature and extent of service;
- iii. A description of LST activities, such as accompanying [clientmembers](#) to complicated medical appointments or to attend board, advisory and commissions meetings; and support with interviewing potential providers;
- iv. Progress toward Service Plan goals and objectives; and
- v. The provider's signature and date.

2. The LST program service plan shall be sent to the Case Management Agency responsible for the Service Plan on a monthly basis, or as requested by the Case Management Agency.

3. The LST program service plan shall be shared, with the [clientmember](#)'s permission, with the [clientmember](#)'s providers of other HCBS services that support or implement any service inclusions of the [clientmember](#)'s LST program that meet the needs of the [clientmember](#), enabling him/her to independently sustain himself/herself physically, emotionally, socially, and economically in the community.

#### F. REIMBURSEMENT

1. LST may be billed in 15-minute units. [ClientMembers](#) may utilize LST up to 24 units (six hours) per day, no more than 160 units (40 hours) per week, for up to 365 days following the first day the service is provided.
2. Payment for LST shall be the lower of the billed charges or the maximum rate of reimbursement.
3. LST may include escorting [clientmembers](#) if doing so is incidental to performing an authorized LST service. However, costs for transportation in addition to those for accompaniment may not be billed LST services. LST providers may furnish and bill separately for transportation, provided that they meet the state's provider qualifications for transportation services.
4. If accompaniment and transportation are provided through the same agency, the person providing transportation may not be the same person who provided accompaniment as a LST benefit to the [clientmember](#).

#### 8.553.4 HOME DELIVERED MEALS

A. INCLUSIONS

1. Home Delivered Meals services ~~include::include:~~
  - a. Individualized nutritional counseling and developing an individualized Nutritional Meal Plan, which specifies the clientmember's nutritional needs, selected meal types, and instructions for meal preparation and delivery; and
  - b. Services to implement the individualized meal plan, including the clientmember's requirements for preparing and delivering the meals.
  - c. The provisiondelivery of prepared nutritional meals.

B. SERVICE REQUIREMENTS

1. The clientmember's Service Plan must specifically identify:
  - a. the clientmember's need for individualized nutritional counseling and development of a Nutritional Meal Plan, which describes the clientmember's nutritional needs and selected meal types, and provides instructions for meal preparation and delivery; and
  - b. the clientmember's specifications for preparation and delivery of meals, and any other detail necessary to effectively implement the individualized meal plan.
2. The service must be provided in the home or community and in accordance with the clientmember's Service Plan. All Home Delivered Meal services shall be documented in the Service Plan.
3. ClientMembers may be approved for Home Delivered Meals for no more than 365 days.
4. Meals are to be delivered up to two meals per day, with a maximum of 14 meals delivered per week.
5. Meals may include liquid, mechanical soft, or other medically necessary types.
6. Meals may be ethnically or culturally-tailored.
7. Meals may be delivered hot, cold, frozen, or shelf-stable, depending on the clientmember's or caregiver's ability to complete the preparation of, and properly store the meal.
8. The provider shall confirm meal delivery to ensure the clientmember receives the meal in a timely fashion, and to determine whether the clientmember is satisfied with the quality of the meal.
9. The providing agency's certified RD or RDN will check in with the clientmember no less frequently than every 90 days to ensure the meals are satisfactory, that they promote the clientmember's health, and that the service is meeting the clientmember's needs.
10. The RD or RDN will review clientmember's progress toward the nutritional goal(s) outlined in the clientmember's Service Plan no less frequently than once per calendar quarter, and more frequently, as needed.

11. The RD or RDN shall make changes to the Nutritional Meal Plan if the quarterly assessment results show changes are necessary or appropriate.
12. The RD or RDN will send the Nutritional Meal Plan to the Case Management Agency no less frequently than once per quarter to allow the Case Management Agency to verify the plan with the [clientmember](#) during the quarterly check-in, and to make corresponding updates to the Person-Centered Service plan, as needed.

#### C. LIMITATIONS AND EXCLUSIONS

1. Home Delivered Meals are not available when the [clientmember](#) resides in a provider-owned or controlled setting.
2. Delivery must not constitute a full nutritional regimen; and includes no more than two meals per day or 14 meals per week.
3. ~~If items or services through which the [clientmember](#)'s need for Home Delivered Meal services can otherwise be met, including any item or service available under the State Plan, applicable HCBS waiver, or other resources are excluded.~~
4. Meals not identified in the Nutritional Meal Plan or any item outside of the meals not identified in the meal plan, such as additional food items or cooking appliances are excluded.
5. Meal plans and meals provided are reimbursable when they benefit of the [clientmember](#), only. Services provided to someone other than the [clientmember](#) are not reimbursable.

#### D. PROVIDER STANDARDS

1. A licensed provider enrolled with Colorado Medicaid to provide Home Delivered Meal services ~~Must~~ be a legally constituted domestic or foreign business entity registered with the Colorado Secretary of State Colorado and holding a Certificate of Good Standing to do business in Colorado.
2. Must conform to all general certification standards, conditions, and processes established for the respective waiver(s) through which they are furnishing services: HCBS-CMHS, -EBD, BI, or ~~SCICIH~~ waivers in the Department's rule at Section 8.487; HCBS-DD waiver in the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at Section 8.500.98.
3. ~~Must hold a Retail Food license, and must maintain Food Handling licenses for staff delivering meals. All licenses must be current, with no limitations. The provider shall have maintain all licenses licensure as required by the State of Colorado Department of Public Health and Environment (CDPHE) for the performance of the service or support being provided, including necessary Retail Food License and Food Handling License for staff; or be approved by Medicaid as a home delivered meals provider in their home state.~~
4. Must maintain a Registered Dietitian (RD) OR Registered Dietitian Nutritionist (RDN) on staff or under contract.
5. In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of Home Delivered Meals for the individual, or those who have an interest in or are employed by the provider of Home Delivered Meals for the individual, must not provide case management or

develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS.

6. The provider furnishing Home Delivered Meals services must conduct a criminal background check through the Colorado Bureau of Investigation on any person seeking employment who would be tasked with furnishing Home Delivered Meals services. The provider shall not employ or contract with any person convicted of an offense that could pose a risk to the health, safety, and welfare of [clientmembers](#). All costs related to obtaining a criminal background check shall be borne by the provider.

#### E. DOCUMENTATION

1. The provider shall maintain documentation in accordance with Section 8.130 and shall provide documentation to supervisor(s), program monitor(s) and auditor(s), and CDPHE surveyor(s) upon request. Required documentation includes:
- a. Documentation pertaining to the provider agency, including employee files, claim submission documents, program and financial records, insurance policies, and licenses, including a Retail Food License and Food Handling License for Staff, or, if otherwise applicable, documentation of compliance and good standing with the City and County municipality in which this service is provided; and
  - b. Documentation pertaining to services, including:
    - i. A Signed authorization from appropriate licensed professional for dietary restrictions or specific nutritional needs;
    - ii. [ClientMember](#) demographic information;
    - iii. A Meal Delivery Schedule;
    - iv. Documentation of special diet requirements;
    - v. A determination of the type of meal to be provided (e.g. hot, cold, frozen, shelf stable);
    - vi. A record of the date(s) and place(s) of service delivery;
    - vii. Monitoring and follow-up (contacting the [clientmember](#) after meal deliver to ensure the [clientmember](#) is satisfied with the meal); and
    - viii. Provision of nutrition counseling.

#### F. REIMBURSEMENT

1. Home Delivered Meals services are reimbursed based on the number of units of service provided, with one unit equal to one meal.
2. Payment for Home Delivered Meals shall be the lower of the billed charges or the maximum rate of reimbursement.



3. Reimbursement is limited to services described in the Service Plan.

## 8.553.5 PEER MENTORSHIP

### A. INCLUSIONS

1. Peer Mentorship means support provided by peers of the [clientmember](#) on matters of community living, including:
  - a. Problem-solving issues drawing from shared experience.
  - b. Goal Setting, self-advocacy, community acclimation and integration techniques.
  - c. Assisting with interviewing potential providers, understanding complicated health and safety issues, and participating on private and public boards, advisory groups and commissions.
  - d. Activities that promote interaction with friends and companions of choice.
  - e. Teaching and modeling of social skills, communication, group interaction, and collaboration.
  - f. Developing community-[clientmember](#) relationships with the intent of building social capital that results in the expansion of opportunities to explore personal interests.
  - g. Assisting the person in acquiring, retaining, and improving self-help, socialization, self-advocacy, and adaptive skills necessary for community living.
  - h. Support for integrated and meaningful engagement and awareness of opportunities for community involvement including volunteering, self-advocacy, education options, and other opportunities identified by the individual.
  - i. Assisting [clientmembers](#) to be aware of and engage in community resources.

### B. LIMITATIONS AND EXCLUSIONS

1. [ClientMembers](#) may utilize Peer Mentorship up to 24 units (six hours) per day, for no more than 160 units (40 hours) per week, for no more than 365-days.
2. Services covered under the State Plan, another waiver service, or by other resources are excluded.
3. Services or activities that are solely diversional or recreational in nature are excluded.

### C. PROVIDER STANDARDS

1. A provider enrolled with Colorado Medicaid is eligible to provide Peer Mentorship services if:



- a. The provider is a legally constituted domestic or foreign business entity registered with the Colorado Secretary of State and holding a Certificate of Good Standing to do business in Colorado;
  - b. The provider conforms to all general certification standards, conditions, and processes established for the respective waiver(s) through which they are furnishing services: HCBS-CMHS, -EBD, -BI, or -SCI waivers in the Department's rule at Section 8.487; HCBS-DD waiver in the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at Section 8.500.98;
  - c. The provider ~~has a~~ is legally responsible for overseeing the management and operation of all programs conducted by the provider including ensuring that each aspect of the provider's programs operates in compliance with all local, State, and federal requirements, applicable laws, and regulations; and
  - d. The provider cooperates with CDPHE compliance and complaint surveys, and obeys all CDPHE policies, regulations and directives regarding licensure.
  - e. In accord with 42 CFR 441.301(c)(1)(vi), providers of Peer Mentorship for the individual, or those who have an interest in or are employed by the provider of Peer Mentorship for the individual, must not provide case management, authorize services, or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management, authorize services, and/or develop person-centered service plans in a geographic area also provides HCBS.
  - f. Peer Mentorship shall not be provided by a peer who receives programming from the same residential location, day program location, or employment location as the clientmember.
2. The provider must ensure services are delivered by a peer mentor staff who:
- a. Has lived experience transferable to support a clientmember ~~member~~ with acclimating to community living through providing them clientmember ~~member~~ advice, guidance, and encouragement on matters of community living, including through describing real-world experiences, encouraging the clientmember ~~member~~'s self-advocacy and independent living goals, and modeling strategies, skills, and problem-solving.
  - b. Is qualified to furnish the services customized to meet the needs of the clientmember as described in the Service Plan;
  - c. Does not receive programming from the same residential location or day program location as the clientmember; and
  - d. Has completed training from the provider agency consistent with core competencies ~~and training standards presented to agencies by the Department at Peer Mentorship provider agency training~~. Core competencies are:
    - i. Understanding boundaries;
    - ii. Setting and pursuing goals;
    - iii. Advocacy for Independence Mindset;

iv. Understanding of Disabilities, both visible and non-visible, and how they intersect with identity; and

v. Person-Centeredness.

3. The provider of peer mentorship services must conduct a criminal background check through the Colorado Bureau of Investigation on any person seeking employment as a Peer Mentor, and on all staff who interface with Medicaid ~~client~~members. The provider shall not employ or contract with any person convicted of an offense that could pose a risk to the health, safety, and welfare of ~~client~~members. All costs related to obtaining a criminal background check shall be borne by the provider.
4. The provider must ensure that no staff ~~member~~~~client~~member having contact with ~~client~~members is substantiated in the Colorado Adult Protection Services (CAPS) registry for mistreatment of an at-risk adult.

#### D. DOCUMENTATION

1. All documentation, including but not limited to, employee files, activity schedules, licenses, insurance policies, claim submission documents and program and financial records, shall be maintained according to Section 8.130.2 and provided to supervisor(s), program monitor(s) and auditor(s), and CDPHE surveyor(s) upon request, including:
  - a. Start and end time/duration of services;
  - b. Nature and extent of services;
  - c. Mode of contact (face-to-face, telephone, other);
  - d. Description of peer mentorship activities such as accompanying ~~client~~members to complicated medical appointments or to attend board, advisory and commissions meetings, and support provided interviewing potential providers;
  - e. ~~Client~~Member's Response as outlined in the Peer Mentorship Manual;
  - f. Progress toward Service Plan goals and objectives; and
  - g. Provider's signature and date.

#### E. REIMBURSEMENT

1. Peer Mentorship services are reimbursed based on the number of units billed, with one unit equal to 15 minutes of service.
2. Payment for Peer Mentorship shall be the lower of the billed charges or the maximum rate of reimbursement.
3. Reimbursement is limited to services described in the Service Plan

### 8.553.6 TRANSITION SETUP

#### A. SERVICE ACCESS AND AUTHORIZATION

1. To access Transition Setup, defined in Section 8.553.1, a [clientmember](#) must be transitioning from an institutional setting to a community living arrangement and participate in a ~~needs-based~~~~needs-based~~ assessment through which they demonstrate a need for the service based on the following:
  - a. The [clientmember](#) demonstrates a need for the coordination and purchase of one-time, non-recurring expenses necessary for a [clientmember](#) to establish a basic household in the community;
  - b. The need demonstrates risk to the [clientmember](#)'s health, safety, or ability to live in the community.
  - c. Other services/resources to meet need are not available.
2. The [clientmember](#)'s assessed need must be documented in the [clientmember](#)'s Transition Plan and Service Plan.
3. Transition Setup is available in the Department's HCBS-BI Waiver under the Department's rule Section 8.515.2.A.17; HCBS-CMHS Waiver under the Department's rule Section 8.509.12.A.13; HCBS-DD Waiver under Section 8.500.5.A.10; HCBS-EBD Waiver under Section 8.485.31.N; HCBS-~~SCI-CIH~~ Waiver under Section 8.517.1.A.14; and HCBS-SLS Waiver under Section 8.500.94.A.2420.

#### B. INCLUSIONS

1. Transition Setup assists the [clientmember](#) by coordinating the purchase of items or services needed to establish a basic household and to ensure the home environment is ready for move-in with all applicable furnishings set up and operable; and
2. Transition Setup covers the purchase of one-time, non-recurring expenses necessary for a [clientmember](#) to establish a basic household as they transition from an institutional setting to a community setting. Allowable expenses include:
  - a. Security deposits that are required to obtain a lease on an apartment or home.
  - b. Setup fees or deposits to access basic utilities or services (telephone, electricity, heat, and water).
  - c. Services necessary for the individual's health and safety such as pest eradication or one-time cleaning prior to occupancy.
  - d. Essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, or bed or bath linens.
  - e. Expenses incurred directly from the moving, transport, provision, or assembly of household furnishings to the residence.
  - f. Housing application fees and fees associated with obtaining legal and/or identification documents necessary for a housing application such as a birth certificate, state ID, or criminal background check.

#### C. LIMITATIONS AND EXCLUSIONS

1. Transition Setup may be used to coordinate or purchase one-time, non-recurring expenses up to 30 days post-transition.
2. Transition Setup expenses must not exceed a total of \$1,500 per eligible ~~client~~~~member~~~~member~~. The Department may authorize additional funds above the \$1,500 limit, not to exceed a total value of \$2,000, when it is demonstrated as a necessary expense to ensure the health, safety, and welfare of the ~~client~~~~member~~~~member~~.
3. Transition Setup does to substitute services available under the Medicaid State Plan, other waiver services, or other resources.
4. Transition Setup is not available for a transition to a living arrangement that is owned or leased by a waiver provider if the services offered as Transition Setup benefits are services furnished under the waiver.
5. Transition Setup does not include payment for room and board.
6. Transition Setup does not include rental or mortgage expenses, ongoing food costs, regular utility charges, or items that are intended for purely diversional, recreational, or entertainment purposes.
7. Transition Setup is not available for a transition to a living arrangement that does not match or exceed HUD certification criteria.
8. Transition Setup is not available when the person resides in a provider-owned or -controlled setting.
9. Transition Setup does not include appliances or items that are intended for purely diversional, recreational, or entertainment purposes (e.g. television or video equipment, cable or satellite service, computers or tablets).

#### D. PROVIDER STANDARDS

1. A provider enrolled with Colorado Medicaid is eligible to provide Transition Setup services if:
  - a. The provider is a legally constituted domestic or foreign business entity registered with the Colorado Secretary of State Colorado and holding a Certificate of Good Standing to do business in Colorado; and
  - b. The provider is legally responsible for overseeing the management and operation of all programs conducted by the provider including ensuring that each aspect of the agency's programs operates in compliance with all local, State, and federal requirements, applicable laws, and regulations.
2. The provider must conform to all general certification standards, conditions, and processes established for the respective waiver(s) through which they are furnishing services: HCBS-CMHS, -EBD, -BI, or ~~SCI-CIH~~ waivers in the Department's rule at Section 8.487; HCBS-DD waiver in the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at Section 8.500.98; and

3. In accord with 42 C.F.R Section 441.301(c)(1)(vi), providers of Transition Setup for the individual, or those who have an interest in or are employed by the provider of Transition Setup for the individual, must not provide case management, authorize services, or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management, authorize services, and/or develop person-centered service plans in a geographic area also provides HCBS.

4. The provider of Transition Setup services must conduct a criminal background check through the Colorado Bureau of Investigation on any person seeking employment that would involve direct contact with Medicaid [clientmember](#)s. The provider shall not employ or contract with any person convicted of an offense that could pose a risk to the health, safety, and welfare of [clientmember](#)s. All costs related to obtaining a criminal background check shall be borne by the provider.

5. The provider shall ensure the product or service to be delivered shall meet all applicable manufacturer specifications, state and local building codes, and Uniform Federal Accessibility Standards.

#### E. DOCUMENTATION

1. The provider must maintain receipts for all services and/or items procured for the [clientmember](#). These must be attached to the claim and noted on the Prior Authorization Request.

2. Providers must submit to the Case Management Agency the minimum documentation of the transition process, which includes:

- a. A Transition Services Referral Form,
- b. Release of Information (confidentiality) Forms, and
- c. A Transition Setup Authorization Request Form.

3. The provider must furnish to the [clientmember](#) a receipt for any services or durable goods purchased on the [clientmember](#)'s behalf.

#### F. REIMBURSEMENT

1. Transition Setup coordination is reimbursed according to the number of units billed, with one unit equal to 15-minutes of service. The maximum number of Transition Setup units eligible for reimbursement is 40 units per eligible [clientmember](#).

2. Transition Setup expenses must not exceed \$1,500 per eligible [clientmember](#). The Department may authorize additional funds above the \$1,500 limit, up to \$2,000, when the [clientmember](#) demonstrates additional needs, and if the expense(s) would ensure the [clientmember](#)'s health, safety and welfare.

3. Payment for Transition Setup shall be the lower of the billed charges or the maximum rate of reimbursement.

4. Reimbursement shall be made only for items or services described in the Service plan with an accompanying receipt.

5. When Transition Setup is furnished to individuals returning to the community from an institutional setting through enrollment in a waiver, the costs of such services are billable when the person leaves the institutional setting and is enrolled in the waiver.

#### 8.553.7 HOME DELIVERED MEALS POST-HOSPITAL DISCHARGE

##### A. INCLUSIONS

##### 1. Home Delivered Meals services include:

- a. Individualized nutritional counseling and developing an individualized Nutritional Meal Plan, which specifies the clientmember's nutritional needs, selected meal types, and instructions for meal preparation and delivery; and
- b. Services to implement the individualized meal plan, including the clientmember's requirements for preparing and delivering the meals.
- c. The provisiondelivery of prepared nutritional meals.
- i. Nutritional Counseling and Nutritional Meal Plan may be opted out based on member choice.

##### B. SERVICE REQUIREMENTS

##### 1. The clientmember's Service Plan must specifically identify:

- a. The clientmember's need for individualized nutritional counseling and development of a Nutritional Meal Plan, which describes the clientmember's nutritional needs and selected meal types, and provides instructions for meal preparation and delivery; and
- b. The clientmember's specifications for preparation and delivery of meals, and any other details necessary to effectively implement the individualized meal plan.

##### 2. The service must be provided in the home or community and in accordance with the clientmember's Service Plan. All Home Delivered Meal services shall be documented in the Service Plan.

##### 3. ClientMembers may be approved for Home Delivered Meals for no more than 30 days post qualifying hospital discharge. Benefit may be accessed for no more than two 30-day periods during a clientmember's certification period.

##### a. Member may request one meal per day, based on choice

##### 4. Meals are to be delivered up to two meals per day, with a maximum of 14 meals delivered per week.

##### 5. Meals may include liquid, mechanical soft, or other medically necessary types.

##### 6. Meals may be ethnically or culturally-tailored.

##### 7. Meals may be delivered hot, cold, frozen, or shelf-stable, depending on the clientmember's or caregiver's ability to complete the preparation of, and properly store the meal.

8. The provider shall confirm meal delivery to ensure the clientmember receives the meal in a timely fashion, and to determine whether the clientmember is satisfied with the quality of the meal.

#### C. LIMITATIONS AND EXCLUSIONS

1. Home Delivered Meals are not available when the clientmember resides in a provider-owned or controlled setting.
2. Delivery must not constitute a full nutritional regimen; and includes no more than two meals per day or 14 meals per week, for a maximum of 30 days.
3. Items or services through which the clientmember's need for Home Delivered Meal services can otherwise be met, including any item or service available under the State Plan, applicable HCBS waiver, or other resources are excluded.
4. Meals not identified in the Nutritional Meal Plan or any item outside of the meals not identified in the meal plan, such as additional food items or cooking appliances are excluded.
5. Meal plans and meals provided are reimbursable when they benefit of the clientmember, only. Services provided to someone other than the clientmember are not reimbursable.

#### D. PROVIDER STANDARDS

1. A licensed provider enrolled with Colorado Medicaid to provide Home Delivered Meal services must be a legally constituted domestic or foreign business entity registered with the Colorado Secretary of State Colorado and holding a Certificate of Good Standing to do business in Colorado.
2. Must conform to all general certification standards, conditions, and processes established for the respective waiver(s) through which they are furnishing services: HCBS-CMHS, -EBD, BI, or -CIH waivers in the Department's rule at Section 8.487; HCBS-DD waiver in the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at Section 8.500.98.
3. The provider shall have all licenses required by the State of Colorado Department of Public Health and Environment (CDPHE) for the performance of the service or support being provided, including necessary Retail Food License and Food Handling License for staff; or be approved by Medicaid as a home delivered meals provider in their home state.
4. Must maintain a Registered Dietitian (RD) OR Registered Dietitian Nutritionist (RDN) on staff or under contract.
5. In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of Home Delivered Meals for the individual, or those who have an interest in or are employed by the provider of Home Delivered Meals for the individual, must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS.
6. The provider furnishing Home Delivered Meals services must conduct a criminal background check through the Colorado Bureau of Investigation on any person seeking



employment who would be tasked with furnishing Home Delivered Meals services. The provider shall not employ or contract with any person convicted of an offense that could pose a risk to the health, safety, and welfare of clientmembers. All costs related to obtaining a criminal background check shall be borne by the provider.

#### E. DOCUMENTATION

1. The provider shall maintain documentation in accordance with Section 8.130 and shall provide documentation to supervisor(s), program monitor(s) and auditor(s), and CDPHE surveyor(s) upon request. Required documentation includes:

a. Documentation pertaining to the provider agency, including employee files, claim submission documents, program and financial records, insurance policies, and licenses, including a Retail Food License and Food Handling License for Staff, or, if otherwise applicable, documentation of compliance and good standing with the City and County municipality in which this service is provided; and

b. Documentation pertaining to services, including:

i. A Signed authorization from appropriate licensed professional for dietary restrictions or specific nutritional needs;

ii. ClientMember demographic information;

iii. A Meal Delivery Schedule;

iv. Documentation of special diet requirements;

v. A determination of the type of meal to be provided (e.g. hot, cold, frozen, shelf stable);

vi. A record of the date(s) and place(s) of service delivery, including person delivering the meal;

vii. Monitoring and follow-up (contacting the clientmember after meal deliver to ensure the clientmember is satisfied with the meal); and

viii. Provision of nutrition counseling or documentation of clientmember declination.

#### F. REIMBURSEMENT

1. Home Delivered Meals services are reimbursed based on the number of units of service provided, with one unit equal to one meal.

2. Payment for Home Delivered Meals shall be the lower of the billed charges or the maximum rate of reimbursement.

3. Reimbursement is limited to services described in the Service Plan.



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